

# CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 7/11/2013

Action Requested By:  
Engineering

Agenda Item Type  
Resolution

Subject Matter:

Agreement with Garver, L.L.C.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with Garver, L.L.C. for Engineering Construction Administration Services for Industrial Access and Turn Lanes to the Toyota Plant, Project No. 65-13-SP24 & ALDOT Project No. IAR-045-000-009

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

This agreement is for Garver to perform the construction engineering and inspection services for the new turn lanes, right deceleration lane, and a new median crossover on Bob Wade Lane at the Toyota Plant to serve their new truck entrance. C/A on a Not to Exceed (NTE) Ceiling Price of \$58,499.43. Account No. 23-6500-0811-2501

Associated Cost: \$58,499.43

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Kathy Martin

Date: 7/1/13

# ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **7/11/2013**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Construction Admin Services**

Document Name: **Garver-Toyota Turn Lanes-Project No. IAR-045-000-009 &  
COH Project No. 65-13-SP24**

City Obligation Amount: **\$58,499.43**

Total Project Budget: **\$58,499.43**

Uncommitted Account Balance: **0**

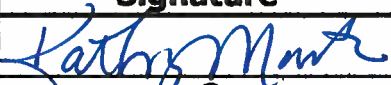


Account Number: **23-6500-0811-2501**

## Procurement Agreements

<b><u>Not Applicable</u></b>	<b><u>Not Applicable</u></b>
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## Grant-Funded Agreements

<b><u>Not Applicable</u></b>	<b>Grant Name:</b>
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Department	Signature	Date
1) Originating		7/1/13
2) Legal		7/2/13
3) Finance		7/2/13
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

**RESOLUTION NO. 13-**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement with Garver, L.L.C. in a Not to Exceed (NTE) Ceiling Price of FIFTY-EIGHT THOUSAND FOUR HUNDRED NINETY-NINE AND .43/100 DOLLARS (\$58,499.43) for Engineering Construction Administration Services for Industrial Access and Turn Lanes to the Toyota Plant, Project No. 65-13-SP24 & ALDOT Project No. IAR-045-000-009 in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between City of Huntsville and Garver, L.L.C. for Engineering Construction Administration Services for Industrial Access and Turn Lanes to the Toyota Plant, Project No. 65-13-SP24 & ALDOT Project No. IAR-045-000-009" consisting of a total of nineteen (19) pages plus forty-one (41) additional pages consisting of Attachments 1-15, and the date of July 11, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 11th day of July, 2013.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 11th day of July, 2013.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

**AGREEMENT BETWEEN**  
**CITY OF HUNTSVILLE, ALABAMA**  
**AND**  
**GARVER, L.L.C.**  
**FOR**  
**ENGINEERING CONSTRUCTION ADMINISTRATION SERVICES**  
**FOR**  
**INDUSTRIAL ACCESS AND TURN LANES TO THE**  
**TOYOTA PLANT**

**Project I.D Number 65-13-SP24 &**  
**ALDOT Project No. IAR-045-000-009**  
**July 11, 2013**

\_\_\_\_\_  
President of the City Council of the City of  
Huntsville, AL  
Date: July 11, 2013

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**AGREEMENT BETWEEN  
CITY OF HUNTSVILLE, ALABAMA  
AND  
GARVER, L.L.C.  
FOR  
ENGINEERING CONSTRUCTION ADMINISTRATION SERVICES  
FOR  
INDUSTRIAL ACCESS AND TURN LANES TO THE  
TOYOTA PLANT**

**Project I.D Number 65-13-SP24 &  
ALDOT PROJECT NO. IAR-045-000-009**

THIS AGREEMENT made as of the 11th day of July in the year 2013, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and GARVER, L.L.C., (hereinafter called ENGINEER).

WITNESSETH, for the considerations hereinafter set forth, the parties hereto agree as follows:

**ARTICLE 1 - ENGAGEMENT OF THE ENGINEER**

The OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to provide general engineering and consultation as a representative of the OWNER to include the following:

- 1.1** Professional engineering services for construction administration of Industrial Access and Turn Lanes to the Toyota Plant, as further described in ARTICLES 2 and 3, and hereinafter called PROJECT.
- 1.2** By executing this Agreement, the ENGINEER represents to the OWNER that the ENGINEER is a professional qualified to act as the ENGINEER for the PROJECT and is licensed and certified to practice engineering by all public entities having jurisdiction over the ENGINEER and the PROJECT. The ENGINEER further represents to the OWNER that the ENGINEER will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as ENGINEER for the PROJECT until the ENGINEER's remaining duties hereunder have been satisfied. The ENGINEER shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the ENGINEER for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals licensed, certified, and registered as appropriate in the State of Alabama possessing the expertise in the discipline of the service being rendered. The ENGINEER assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the ENGINEER in connection with the PROJECT.
- 1.3** Execution of this Agreement by the ENGINEER constitutes a representation that the ENGINEER has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented. The ENGINEER agrees to provide all necessary engineering services required to professionally accomplish the ENGINEER's defined scope of services.

## **ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER**

### **OMITTED**

## **ARTICLE 3 – CONSTRUCTION ADMINISTRATION SERVICES OF THE ENGINEER**

- 3.1** The ENGINEER shall provide to OWNER, professional services for activities that occur after the 100% submittal has been made. These services shall include, but not be limited to, consultation and advise, engineering support, design modifications, and shop drawing review.
- 3.2** The ENGINEER shall provide Construction Administration as described below and shall perform those duties and discharge those responsibilities set forth herein.
- 3.3** The ENGINEER shall represent the OWNER during construction. The ENGINEER shall act on behalf of the OWNER only to the extent provided herein. The ENGINEER shall be the OWNER'S design representative during performance of the PROJECT, shall consult with and advise the OWNER on all design and technical matters, and shall be the OWNERS representative in dealing with the construction contractor.
- 3.4** The ENGINEER shall attend pre-construction meetings, prepare monthly progress reports, review and approve invoices, review and approve change orders, attend and keep minutes of meetings with contractors, provide site inspection to the extent necessary to ensure construction is in conformance with the design, resolve the contractor's questions concerning interpretation of the construction documents, act as OWNERS representative in disputes and on claims, and attend public meetings arising out of the construction process.
- 3.5** The ENGINEER shall determine amounts owed to the contractor based upon examinations of the work, evaluations of the contractor's rate of progress in light of the remaining contract time and upon evaluations of the Contractor's Request for Payment, and shall approve, modify or deny the request for payment and report to the OWNER within ten (10) days of receipt of the request from the contractor.
- 3.6** The approval of a Request for Payment by the ENGINEER is an express warranty to the OWNER that the ENGINEER has made an examination of the work, that the work has progressed to the level indicated, that the quality of the work meets or exceeds the requirements of the construction contract, that all necessary and appropriate lien waivers have been submitted, and that the contractor is entitled to payment of the amount certified. In the case of unit price work the ENGINEER's recommendations for payment shall constitute a final determination of quantities and classifications of such work.
- 3.7** The ENGINEER shall be the initial interpreter of the requirements of the construction documents and the judge of the performance there under by the contractor. The ENGINEER shall act as the OWNER's advisor on claims. The ENGINEER shall render written or graphic interpretations and decisions necessary for the proper execution or progress of the Work with reasonable promptness on request of the contractor.
- 3.8** The ENGINEER shall reject work that does not conform to the contract documents unless directed by the OWNER, in writing, not to do so. Whenever, in the ENGINEER's opinion, it is necessary or advisable, the ENGINEER shall require special examination or testing of the



work in accordance with the provisions of the construction contract whether or not such work is fabricated, installed or completed.

- 3.9** The ENGINEER shall review and approve, or take other appropriate action upon, the contractor's submittals such as Shop Drawings, Product Data and Samples. Approval by the ENGINEER of the contractor's submittal shall constitute the ENGINEER's representation to the OWNER that such submittal is in conformance with the PROJECT design concept, the construction documents, and the contract for construction. Such action shall be taken with reasonable promptness so as to cause no delay to the contractor or the PROJECT. OWNER shall receive a copy of all approved shop drawings, product data, samples, etc.
- 3.10** The ENGINEER shall promptly review and approve, or take other appropriate action on proposed "equal materials or equipment." The ENGINEER shall not approve any such proposed equal materials or equipment unless such equals conform to the PROJECT design concept, the construction documents, the contract for construction, and the estimated life cycle PROJECT projections.
- 3.11** The ENGINEER shall promptly review and evaluate the results of all inspections, tests and written reports required by the contract for construction, which were required by any governmental entity, or which were necessary or advisable. The ENGINEER shall take appropriate action on test results and shall promptly reject any work that does not conform to and comply with the requirements.
- 3.12** The ENGINEER shall promptly review, administer, manage, and advise the OWNER concerning, proposals and requests for change orders from the contractor. The ENGINEER shall prepare change orders for the OWNER's approval and execution in accordance with the construction contract. The ENGINEER shall not be authorized to "swap out" required changes with reduced construction requirements without the written consent of the OWNER. The ENGINEER shall promptly prepare required drawings, specifications and other supporting data as necessary in connection with minor changes, change order requests, and change orders.
- 3.13** The ENGINEER shall promptly notify the OWNER in writing of any information it obtains pertaining to any claim; alleged claim, including but not limited to mechanics' liens, construction liens, and builder's trust fund claims; or similar claims, involving any PROJECT contractor, supplier, subcontractor, or consultant, whether or not such claims or alleged claims arise from or relate to the PROJECT.
- 3.14** The ENGINEER shall at all times have access to the work wherever it is located. The ENGINEER shall not have control or charge of construction means, methods, techniques, sequences or procedures, or safety precautions or programs in connection with the work.
- 3.15** A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the engineering firm shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein.

#### **ARTICLE 4 - ADDITIONAL SERVICES**

The following services of the ENGINEER are not included in Article 3. Nevertheless, the ENGINEER shall provide such services if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided in Article 7, unless otherwise noted.

- 4.1** Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the



- enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the ENGINEER, either in whole or in part.
- 4.2** Preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the ENGINEER, either in whole or in part.
  - 4.3** Providing additional services for repair or replacement of work damaged by acts of God or other cause during construction provided that such services are required by causes not the responsibility of the ENGINEER, either in whole or in part.
  - 4.4** Providing services not otherwise required herein which are made necessary solely by the default of the Contractor or major defects or deficiencies in the work of the contractor. These services shall be provided with no increase in the contract amount and will not be compensable on an hourly basis.
  - 4.5** Providing expert witness services and other services arising out of claims.
  - 4.6** Provide services to stake site during construction.

#### **ARTICLE 5 - RESPONSIBILITIES OF OWNER**

The OWNER, without cost to the ENGINEER, will perform the following in a timely manner so as not to delay the services of the ENGINEER:

- 5.1** Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 5.2** Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.
- 5.3** Assist the ENGINEER as necessary in acquiring access to and making all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform the work under this agreement.
- 5.4** Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 5.5** When requested by the ENGINEER, the OWNER will intercede on the ENGINEER's behalf when data from, or reviewed by third parties is not on schedule through no fault of the ENGINEER

- 5.6 The OWNER's review of any documents prepared by the ENGINEER or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the ENGINEER of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

#### **ARTICLE 6 - PERIOD OF SERVICES**

- 6.1 The ENGINEER shall commence services pursuant to this agreement as of July 12, 2013. The final completion date for the completion of construction administration services shall be December 31, 2013.

The ENGINEER shall perform these services with reasonable diligence and expediency consistent with sound professional practices. The ENGINEER shall include in his schedule an allowance for time required for OWNER's review of submissions and for approvals of authorities having jurisdiction over the PROJECT. When approved by the OWNER, the schedule shall not be exceeded by the ENGINEER, except for cause.

If the ENGINEER becomes aware of delays due to time allowances for review and approval being exceeded, delay by the OWNER, the OWNER's consultants, or any other reason beyond the ENGINEER's control, which may result in the schedule of performance of the ENGINEER's services not being met, the ENGINEER shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect the ENGINEER's schedule, the OWNER shall promptly notify the ENGINEER. In either event, the ENGINEER's schedule for performance of its services shall be equitably adjusted.

#### **ARTICLE 7 - PAYMENT TO THE ENGINEER**

##### **7.1 BASIC SERVICES**

The OWNER shall compensate the ENGINEER for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, a Not to Exceed (NTE) Ceiling Price of FIFTY-EIGHT THOUSAND FOUR HUNDRED NINETY-NINE AND .43/100 DOLLARS (\$58,499.43) for construction administration services described in Article 3. Additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

##### **7.2 NOT TO EXCEED (NTE) CEILING PRICE**

*NTE Ceiling price.* The City of Huntsville (COH) will not be obligated to pay the ENGINEER any amount in excess of the NTE ceiling price as per Attachment "1" and the ENGINEER shall not be obligated to continue performance if to do so would exceed the NTE ceiling price set forth in the referenced attachment, unless and until the COH notifies the ENGINEER in writing that the NTE ceiling price has been increased and specifies in the notice a revised NTE ceiling that shall constitute the NTE ceiling price for performance under this contract. NTE ceiling price increase will be done by a written change order to the contract issued by the OWNER that will not require the ENGINEER's approval. When and to the extent that the NTE ceiling price set forth in the referenced attachment has been increased, any hours expended and material costs incurred by the ENGINEER in excess of the NTE ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the NTE ceiling price.

### **7.3 EFFECTIVE DATE**

This contract shall have no force or effect unless and until it is executed by the OWNER and the ENGINEER and a properly executed copy is mailed to the ENGINEER with a notice to proceed (NTP). If a NTP is not issued within sixty (60) days commencing from the last date of execution of this CONTRACT by the OWNER and the ENGINEER, then this CONTRACT shall be NULL AND VOID, the OWNER will not be obligated to any payment to the ENGINEER and the ENGINEER will not be obligated to perform any work under said CONTRACT.

#### **PAYMENT SUMMARY**

Construction Administration Services –	
Not to Exceed (NTE) Ceiling Price of	\$58,499.43

<b>TOTAL CONTRACT AMOUNT:</b>	<b><u>\$58,499.43</u></b>
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### **ARTICLE 8 - GENERAL PAYMENT PROCEDURE**

#### **8.1 INVOICES**

**8.1.1** The ENGINEER shall submit monthly invoices to the Administrative Officer, Engineering Division, for the basic services described under Articles 2 and 4 for the design of the PROJECT. Invoices must include the City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing.

Along with each invoice, the ENGINEER must submit a consultant progress report in the format shown in Attachment 6 hereto. No payment will be made without the consultant progress report completed and attached. Monthly progress reports shall be submitted monthly even if no request for payment is made. If services under Article 4 are included in the invoice for additional services not included under the lump sum provisions, or services billed as time and material, the classification and hours of such persons rendering the services shall be attached to the invoice.

**8.1.2** The signature of the ENGINEER on the invoice shall constitute the ENGINEER's representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the ENGINEER covered by prior invoices have been paid in full, and that, to the best of the ENGINEER's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the ENGINEER the payment of any portion thereof should be withheld. Submission of the ENGINEER's invoice for final payment and reimbursement shall further constitute the ENGINEER's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the ENGINEER to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. ENGINEER must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

## **8.2 TIME FOR PAYMENT**

The OWNER shall make payment for services in Articles 3 and 4 within 60 days of receipt of valid invoice.

## **8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT**

In the event the OWNER becomes credibly informed that any representations of the ENGINEER, provided pursuant to Article 8.1.2, are wholly or partially inaccurate, the OWNER may withhold payment of sums then or in the future otherwise due to the ENGINEER until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the ENGINEER to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the ENGINEER.

## **8.4 REIMBURSABLE EXPENSES**

**8.4.1** In addition to the requirements set forth in 8.1 above, invoices for reimbursable expenses shall include such documentation as the OWNER may require. Reasonable expenses are limited to the following expenses:

- (a) Transportation outside the immediate Huntsville area (50 mile radius) approved in advance by the OWNER in writing and incurred in connection with the PROJECT. (Per Department of Treasury, Internal Revenue Service Publication 1542, Per Diem Rates, for travel within the continental United States). Refer to website: [www.irs.gov/pub/irs-pdf/p1542.pdf](http://www.irs.gov/pub/irs-pdf/p1542.pdf) for more information;
- (b) Charges for long-distance communications;
- (c) Fees paid for securing approval of authorities having jurisdiction over the PROJECT,
- (d) Actual costs of reproduction for items in excess of those included in the required services;
- (e) Postage and handling charges incurred for drawings, specifications and other documents.

**8.4.2** The ENGINEER shall set forth with particularity on its invoice the nature and cost of the expense item being billed, and attach to its invoice the written authorization, if any, required for such item; and shall bill expenses at actual cost or prevailing rate and without the addition of administrative charge, any multiple or surcharge.

## **8.5 W-9 TAXPAYER FORM**

All ENGINEERING FIRMS are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be requested from the OWNER or at the following website: [www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf](http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf)

# **ARTICLE 9 - GENERAL CONSIDERATIONS**

## **9.1 GENERAL**

OWNER and ENGINEER agree that the following sections and provisions shall apply to the work to be performed under this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement.

## **9.2 SUB-CONTRACTED SPECIALIZED SERVICES**

The ENGINEER may sub-contract specialized services required of the PROJECT to competent and experienced sub-consultants approved by the OWNER in writing. As a prime professional, the ENGINEER shall act as OWNER's representative for contracting, directing, and managing the services of sub-consultants. The OWNER shall have the right to reject any consultant provided that the OWNER raises a timely objection. At the time of the execution of this Agreement, the parties anticipate that the consultants listed in Attachment "7" hereto will be retained by the ENGINEER to provide services with respect to the PROJECT. Expenses payable to the ENGINEER for administration of subcontracted services are limited to no more than 5% of the cost of the subcontracted services.

## **9.3 PEER REVIEW**

The OWNER reserves the right to conduct, at the OWNER's expense, peer review of designs and drawings prepared by the ENGINEER and/or sub-consultant(s) for the PROJECT. The ENGINEER and sub-consultant(s) agree that knowledge and consent to review of their work by other engineers of the OWNER's choosing is hereby given in accordance with the ADMINISTRATIVE CODE (RULES AND REGULATIONS) of the Alabama State Board of Licensure for Professional Engineers and Land Surveyors, Chapter 330-X-14-.06(a) (13) effective January 2008 and as may be amended now or in the future pertaining to the Code of Ethics for review of the work of another engineer.

## **9.4 CLARIFICATION OF WORK**

If reviewing agencies raise questions regarding the work of ENGINEER, OWNER will participate in such meetings as deemed necessary to explain and clarify this work.

## **9.5 CANCELLATION OF WORK**

This Agreement may be canceled by either party in the event of default or violation of any of the provisions of this Agreement by the other party, by written notice delivered to the address of record by registered mail giving ten (10) days advance notice of the intention to cancel. In the event of cancellation of this Agreement, ENGINEER shall be paid for all work performed to date of cancellation, less any loss, damage, or liability incurred by reason of default of ENGINEER and all records, data, parameters, design calculations and other information collected or obtained in the performance of this Agreement shall be delivered to OWNER.

## **9.6 CHANGES**

**9.6.1** The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in ENGINEER's cost of, or time required for performance of any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, ENGINEER must assert any claim of ENGINEER for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.

**9.6.2** If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if regulations are changed resulting in a scope of work change for any phase, engineering fees set forth in Article 7 may be renegotiated by the OWNER and ENGINEER.

## **9.7 ENGINEER'S RECORDS**

Documentation accurately reflecting services performed and the time expended by the ENGINEER and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the ENGINEER. The ENGINEER shall maintain record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. All such records and documentation shall be maintained for a minimum of five (5) years after the PROJECT date of final completion or for any longer period of time as may be required by law or good practice. If the ENGINEER receives notification of a dispute or of pending or commencement of litigation during this five-year period, the ENGINEER shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The ENGINEER shall make such records and documentation available to the OWNER upon notice and shall allow the authorized representative(s) of the OWNER to inspect, examine, review and copy the ENGINEER's records at the OWNER's reasonable expense.

## **9.8 SEAL ON DOCUMENTS**

- 9.8.1** Final plans and drawings shall be marked "ISSUED FOR CONSTRUCTION". When a firm, partnership, or corporation performs the work, each drawing shall be sealed and signed by the licensed engineer or engineers who were in responsible charge of the work.
- 9.8.2** When plans and drawings issued for construction were not performed by a firm, partnership, or corporation, the first sheet or title page shall be sealed, dated, and signed by the engineer who was in responsible charge. Two or more licensed professional engineers may affix their signatures and seals provided it is designated by a note under the seal the specific subject matter for which each is responsible. In addition, each drawing shall be sealed and signed by the licensee or licensees responsible for each sheet.
- 9.8.3** When plans or drawings are a site adaptation of a standard design or plan or make use of a standard drawing of others, the ENGINEER shall take measures to assure that the site adaptation, standard drawing, or plan is appropriate and suitable for the use proposed by the ENGINEER including meeting the specific site conditions, functionality, design criteria, safety considerations, etc. After taking such measures, the ENGINEER shall seal the standard drawing or plan as shown above in sections 9.8.1 and 9.8.2. The ENGINEER shall not utilize standards of others without their written consent where written consent is required or implied.
- 9.8.4** Each sheet of documents, specifications, and reports for engineering practice and of maps, plats, charts, and reports for land surveying practice, shall be signed, sealed, and dated by the licensed engineer or land surveyor who prepared the documents or under whose responsible charge the documents were prepared. Where more than one sheet is bound together in one volume, including but not limited to reports and specifications, the licensee who prepared the volume, or under whose responsible charge the volume was prepared, may sign, seal, and date only the title or index sheet, provided that this sheet clearly identifies all of the other sheets comprising the bound volume, and provided that any of the other sheets which were prepared by, or under the responsible charge of, another licensee, be signed, sealed, and dated by the other licensee.



## **9.9 USE AND OWNERSHIP OF DOCUMENTS**

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the ENGINEER for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the ENGINEER. The ENGINEER hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the ENGINEER for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The ENGINEER shall be permitted to retain copies thereof for its records. The ENGINEER's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the contractor.

## **9.10 ESTIMATE OF CONSTRUCTION COST**

Since ENGINEER has no control over the construction cost of labor, materials, or equipment, or over the construction contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinion of probable PROJECT cost or construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry; but, ENGINEER cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by him. If OWNER wishes greater assurance as to the construction cost, he will employ an independent cost estimator.

## **9.11 TERMINATION FOR CAUSE**

This Agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

## **9.12 TERMINATION BY THE OWNER WITHOUT CAUSE**

The OWNER may terminate this Agreement without cause upon seven (7) days' written notice to the ENGINEER. In the event of such a termination without cause, the ENGINEER shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the ENGINEER shall promptly submit to the OWNER its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 8.1.

# **ARTICLE 10 - INDEMNITY AND INSURANCE**

## **10.1 INSURANCE**

The ENGINEER shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The ENGINEER shall procure and maintain for the duration of the job until final acceptance by the OWNER, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise



from or in connection with the performance of the work hereunder by the ENGINEER, his agents, representatives, employees or subcontractor.

## **10.2 MINIMUM SCOPE OF INSURANCE:**

### **A. General Liability:**

Insurance shall be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the OWNER's approval. The same insurance company should write General Liability Coverage and OWNERS ENGINEERS Protective Insurance.

### **B. Commercial General Liability**

Products and Completed Operations  
Contractual  
Personal Injury  
Explosion, Collapse and Underground  
Broad Form Property Damage

### **C. Professional Liability:**

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage shall be maintained for a discovery and reporting period of no less than five (5) years after completion of the professional services and Certificates of Insurance shall be submitted to the OWNER on a yearly basis during this time frame. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered engineers or engineering firms contracting in the State of Alabama. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject PROJECT. The professional liability insurance shall contain contractual liability coverage.

### **D. Automobile Liability:**

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

### **E. Workers' Compensation Insurance:**

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. "Waivers of Subrogation" in favor of the OWNER shall be endorsed to Workers' Compensation Insurance.

### **F. Employers Liability Insurance:**

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

### **10.3 MINIMUM LIMITS OF INSURANCE:**

#### **A. General Liability:**

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 2,000,000 General Aggregate Limit  
\$ 2,000,000 Products - Completed Operations Aggregate  
\$ 1,000,000 Personal & Advertising Injury  
\$ 1,000,000 Each Occurrence

#### **B. Professional Liability:**

Insurance may be made on a "claims-made" basis:

\$ 500,000 Per Claim - Land Surveyors  
\$ 1,000,000 Per Claim - Other Professionals

#### **C. Automobile Liability:**

\$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

#### **D. Workers' Compensation:**

As required by the State of Alabama Statute

#### **E. Employers Liability:**

\$ 1,000,000 Bodily Injury by Accident or Disease  
\$ 1,000,000 Policy Limit by Disease

### **10.4 OTHER INSURANCE PROVISIONS:**

The OWNER is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the OWNER's best interest. If the insurance requirements are not adjusted by the OWNER prior to the OWNER's release of specifications with regard to the PROJECT in question, then the minimum limits shall apply. The City of Huntsville/OWNER shall be named on the policies of general liability and automobile insurance and on the certificate of insurance as an Additional Insured. Additional Insured status on the Commercial General Liability policy shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent and coverage shall be afforded on a primary basis.

The policies are to contain, or be endorsed to contain, the following provisions:

#### **A. All Coverage:**

The ENGINEER is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewal or materially changed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the OWNER. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the OWNER.

**10.5 ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers authorized by the State of Alabama with an A. M. Best rating of A-V or better.

**10.6 VERIFICATION OF COVERAGE:**

The OWNER shall be indicated as a Certificate Holder and the ENGINEER shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

**10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:**

The ENGINEER shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant showing insurance of the same type or types and to the extent of the coverage set forth in this Article 10.

**10.8 HOLD HARMLESS AGREEMENT:**

**A. Other Than Professional Liability Exposures:**

The ENGINEER, to the fullest extent permitted by law, shall indemnify and hold harmless the OWNER, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (2) is caused by any negligent act or omission of the ENGINEER or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

**B. Professional Liability:**

The ENGINEER agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) actually or allegedly arising out of, or resulting from, the professional services of the ENGINEER or the ENGINEER's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts, errors, or omissions in the performance of the professional services provided pursuant to or as a result of

this Agreement. Neither, the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence.

To the fullest extent permitted by law, the ENGINEER shall defend, protect, indemnify, and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER in writing. If the ENGINEER has reason to believe the use of a required design, process or product is an infringement of a patent, the ENGINEER shall be responsible for such loss unless such information is promptly given to the OWNER.

## **ARTICLE 11- MISCELLANEOUS PROVISIONS**

### **11.1 GOVERNING LAW**

This Agreement shall be governed by the law of the State of Alabama.

### **11.2 INTENT AND INTERPRETATION**

**11.2.1** The intent of this contract is to require complete, correct and timely execution of the work. Any work that may be required, implied or inferred by the contract documents, or any one or more of them, as necessary to produce the intended result shall be provided by the ENGINEER.

**11.2.2** This contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by the contract.

**11.2.3** When a word, term or phrase is used in this contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the engineering industry; and third, if there is no generally accepted meaning in the engineering industry, according to its common and customary usage.

**11.2.4** The words "include", "includes", or "including", as used in this contract, shall be deemed to be followed by the phrase, "without limitation".

**11.2.5** The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this contract.

**11.2.6** Words or terms used as nouns in this contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

### **11.3 TIME IS OF THE ESSENCE**

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The ENGINEER understands and acknowledges that time is of the essence in

completion of the PROJECT and that the OWNER will incur damages if the PROJECT is not completed on time.

#### **11.4 SUCCESSORS AND ASSIGNS**

The ENGINEER shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the OWNER. Subject to the provisions of the immediately preceding sentence, the OWNER and the ENGINEER, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

#### **11.5 THIRD-PARTY BENEFICIARIES**

The Federal Highway Administration and State of Alabama Department of Transportation are considered to be third party beneficiaries to this Agreement. Otherwise, this Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor of, any third party, other than the Federal Highway Administration and State of Alabama Department of Transportation against the OWNER or the ENGINEER.

#### **11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY**

All information, documents, and electronic media, computer source code furnished by the OWNER to the ENGINEER belong to the OWNER, are considered proprietary and confidential, unless otherwise indicated by the OWNER, and are furnished solely for use on the OWNER's PROJECT. Such information, documents, and electronic media, computer source code shall be kept confidential by the ENGINEER, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by the ENGINEER on any other PROJECT or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the OWNER hereunder is specifically authorized in writing by the OWNER in advance. This Section 11.6 shall survive the expiration of this Agreement.

#### **11.7 SUBCONTRACT REQUIREMENTS**

The ENGINEER shall include the terms and conditions of this Agreement in every subcontract or agreement with a consultant for this PROJECT so that these terms and conditions shall be binding upon each subcontractor or consultant. The subcontractor(s)/consultant(s) will maintain all licenses and certifications to practice its profession or trade by all public entities having jurisdiction over the PROJECT. The subcontractor (s)/consultant(s) further represent to the OWNER that the subcontractor(s)/consultant(s) will maintain all necessary licenses, certifications, permits or other authorizations necessary for the PROJECT until the remaining duties hereunder have been satisfied.

#### **11.8 NOTICES**

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; if delivered by facsimile to 256-427-5325, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 320 Fountain Circle (35801), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices,

hand delivered or delivered by facsimile, shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

#### **11.9 STRICT COMPLIANCE**

No failure of the OWNER to insist upon strict compliance by the ENGINEER with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the ENGINEER's obligations.

#### **11.10 WAIVER**

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

#### **11.11 SEVERABILITY**

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

#### **11.12 ETHICS**

The ENGINEER shall not offer or accept any bribes or kickbacks from or to any manufacturer, consultant, trade contractor, subcontractor, supplier or any other individual or entity in connection with the PROJECT. The ENGINEER shall not confer on any governmental, public or quasi-public official having any authority or influence over the PROJECT any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised. The ENGINEER shall not, without the express written permission of the OWNER, engage or recommend to the OWNER engagement of any consultant, trade contractor, subcontractor, or supplier to provide services on behalf of the ENGINEER, OWNER or PROJECT in which the ENGINEER has a direct or indirect proprietary or other pecuniary interest; or call for the use of or by exclusion require or recommend the use of products, materials, equipment, systems, processes or procedures in which the ENGINEER or in which any consultant, trade contractor, subcontractor, or supplier of the ENGINEER has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, the ENGINEER and the ENGINEER'S subconsultants shall not offer services to the OWNER'S contractor.

#### **11.13 E-VERIFY – NOTICE**

The ENGINEER shall enroll, and shall remain enrolled for the duration of this contract, in a designated employment eligibility verification system (E-Verify) in accordance with the City of Huntsville Ordinance 09-735. If the ENGINEER uses subcontractors in connection with the performance of work herein and the value of the subcontract exceeds \$3,000, the subcontractor shall also comply with this ordinance. The ENGINEER shall include specific written notice in all requests for bids or proposals prepared by the ENGINEER that contractors and any subcontractors are required to enroll in the E-verify program as required by the ordinance. Failure to comply with the requirements of the ordinance shall be a material breach of the contract.

As a condition of this agreement, pursuant to 8 U.S.C. §1324a, Garver, L.L.C., hereby certifies that it has not knowingly employed, recruited, referred for a fee, or contracted with an unauthorized alien, with respect to employment in the United States. Further, Garver, L.L.C. hereby certifies that it has enrolled in the City of Huntsville designated employment eligibility verification system in accordance with Ordinance 09-735 and will maintain enrollment throughout the term of this contract.

Garver, L.L.C.  
(Company)

BY: \_\_\_\_\_  
(Authorized Representative)

#### 11.14 ENTIRE AGREEMENT

This Agreement represents the entire agreement between the OWNER and the ENGINEER and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both OWNER and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**OWNER:**  
**CITY OF HUNTSVILLE**

BY: \_\_\_\_\_  
Tommy Battle

TITLE: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_

Given under my hand this \_\_\_\_\_ day  
Of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

**ENGINEER:**

BY: \_\_\_\_\_  
Jerry D. McCarley

TITLE: \_\_\_\_\_  
Regional Office Administrator

ATTEST: \_\_\_\_\_

Given under my hand this \_\_\_\_\_ day  
Of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_



**ATTACHMENT 1**  
**SCOPE OF SERVICES**

**(Refer to letter dated June 24, 2013, from Scott Leach to Robbie Stewart and attachments).**



5125A Research Drive  
Huntsville, AL 35805

TEL 256.534.5512  
FAX 256.534.5544

www.GarverUSA.com

June 24, 2013

Ms. Kathy Martin, P.E. *KM*  
Director of Engineering  
City of Huntsville  
320 Fountain Circle  
Huntsville, AL 35801

Attn: Mr. Robbie Stewart

**RE: Construction Engineering & Inspection (CE&I) Services Proposal  
ALDOT Project No. IAR-045-000-009  
New Truck Entrance to Toyota Motor Manufacturing Plant  
At AL SR-255/Bob Wade Lane  
In the City of Huntsville, Madison County, AL**

Mr. Stewart:

We appreciate the opportunity to submit this proposal to perform the CE&I Services for the City on this project. Included herewith are two (2) copies of our Man-Day Estimate, Fee Proposal, Scope of Services for performing the CE&I Services required for the above referenced project.

We propose to use Geo Solutions as our sub-consultant responsible for performing the construction materials testing and laboratory testing services required for this project. Geo Solutions scope of services and fee proposal are included in Appendix B. Geo Solutions total estimated fee is \$7,754.65. Garver's total estimated fee is \$50,744.78 which includes \$387.73 as a 5% sub-consultant administration expense. The Total Estimated Not-to-Exceed Fee Amount we propose for performing these services is \$58,499.43. The contract completion date for our services on this project should be December 31, 2013. Our Fee Schedule will be effective until December 31, 2013.

Also attached are two (2) copies of ALDOT's Cognizant Review of Garver's Indirect Cost Rate Schedule performed in accordance with Cost Principles contained in the Federal Acquisition Regulations, 48 CFR Part 31, and two (2) signed copies of our Certification of Final Indirect Costs.

Please review these items at your convenience. If they meet your approval, please forward a copy to the ALDOT 1<sup>st</sup> Division for their further review, processing, and approval. If you have any questions or need any additional information regarding this project or our proposal, please let me know. We look forward to working with you and the City of Huntsville on this very important project.

Sincerely,  
Garver, LLC

A handwritten signature in blue ink, appearing to read 'Scott C. Leach'.

Scott C. Leach, PE  
Senior Project Manager

**Appendix A – Scope of Services**

ALDOT Project Number IAR-045-000-009

New Truck Entrance for Toyota Motor Manufacturing Plant at SR-255/Bob Wade Lane  
In the City of Huntsville, Madison County, Alabama

Garver, LLC, (Engineer) shall perform – or have performed – construction engineering and inspection, materials sampling and testing and contract administration services for the City of Huntsville, Alabama (City). This shall be an hourly, not-to-exceed Agreement. The Engineer shall provide services, personnel and equipment as required by the City. The work to be performed by the Engineer shall be as follows:

**SECTION 1 – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**

**1.0 PURPOSE:**

To provide the City with construction engineering, inspection, materials sampling, testing and contract administration for New Truck Entrance for Toyota Motor Manufacturing Plant at SR-255/Bob Wade Lane (Project).

**SCOPE:**

The Engineer shall be responsible for construction engineering and administrative functions as defined in this Scope of Work and referenced manuals and procedures. The Engineer shall use effective control procedures to assure the construction of Projects is performed in reasonable conformity with plans, specifications and contract provisions. The Engineer shall provide professional, technical and administrative personnel, meeting requirements of the City in appropriate numbers at proper times to ensure responsibilities assigned under this Agreement are effectively fulfilled. Services shall be performed in accordance with established standard procedures and practices of the Alabama Department of Transportation (ALDOT). The Engineer shall maintain close coordination with the City and the Contractors to ensure adequate personnel are available to perform the Scope of Services.

**2.0 DEFINITIONS:**

- A. Transportation Director: The chief executive officer of ALDOT.
- B. Chief Engineer: The individual appointed by the Transportation Director to administer technical phases of ALDOT.
- C. Bureau of Construction: One of the Bureaus of ALDOT charged with administering ALDOT's construction program.
- D. State Construction Engineer: Administrative head of the Bureau of Construction of ALDOT.
- E. Project Manager, Engineer: Qualified individual who has been assigned as the person in charge of a construction contract.  
Project Manager, City: Qualified individual who has been assigned by the City to manage the Construction Engineering and Inspection contract formulated by this Agreement and will be in responsible charge and direct control of the Project.
- F. FHWA: The Federal Highway Administration of the United States Department of Transportation.
- G. Construction Contract: Construction work let under separate contract(s) by ALDOT to contracting firm(s).
- H. Contractor: Contracting firm or its designated representatives awarded contract(s) to do construction work.
- I. Construction Contract Suspension: Cessation of construction activity on a construction contract.

- J. Division Engineer: Administrative head of ALDOT's Division(s) or their designated representative.
- K. District Engineer: Administrative head of ALDOT's District(s) or their designated representative.
- L. State Bridge Engineer: Administrative head of ALDOT's Bureau of Bridge.
- M. State Design Engineer: Administrative head of ALDOT's Bureau of Design.
- N. Engineer: Consultant firm(s) retained by ALDOT/County to perform all construction engineering and administrative functions as defined in this Agreement.
- O. State Materials and Tests Engineer: Administrative head of ALDOT's Bureau of Materials & Tests.
- P. Division Materials Engineer: Employee designated by ALDOT to administer policies on materials sampling and testing in ALDOT's Division(s).
- Q. Consultant Design Engineer: Consultant designer retained to design aforementioned project.
- R. Division Construction Engineer: Employee designated by ALDOT to administer policies and procedures of construction projects covered by this Agreement in ALDOT's Division.
- S. City Engineer: Administrative head of the City's Public Works and/or Engineering Department and/or their designated representative.

**3.0 ITEMS TO BE FURNISHED BY THE CITY (or ALDOT) TO THE ENGINEER:**

- A. The minimum Contract documents for each project shall be distributed to the Engineer via Division Engineer, by ALDOT's Office Engineer subsequent to award of construction contract for each project as follows:
  - 5 sets Construction Plans – Half scale
  - 3 sets Construction Plans – Full size
  - 2 sets Standard Drawings
  - 1 copy of Executed Contract
- B. Adequate supply of standard forms used in fulfilling technical services of this Agreement.

**4.0 ITEMS FURNISHED BY THE ENGINEER:**

- A. Document Compliance

The requirements outlined within printed documents are a condition of this contract. One copy of each document shall be available at Engineer's office at all times. Compliance with these guides, manuals, procedures, and advisories shall be a requirement of this Agreement.

  - 1. All active Construction Information Memorandums issued, prior to or after execution of this Agreement, by ALDOT's State Construction Engineer. These procedures convey certain practices and procedures of ALDOT relating to construction supervision and administration of contracts. A copy of each Memorandum issued on or subsequent to execution of this Agreement shall be furnished to the Engineer in a timely manner by ALDOT's Division Construction Engineer.
  - 2. Guidelines for Operations issued by ALDOT.
  - 3. All Technical Advisories and Memorandums issued, prior to or after execution of this Agreement, by ALDOT's State Materials and Tests Engineer. The advisories convey certain practices and procedures of ALDOT relating to sampling and testing of materials used in construction projects. A copy of each advisory issued on or subsequent to execution of this Agreement shall be furnished to the Engineer in a timely manner by ALDOT's Division Materials and Tests Engineer.

4. ALDOT's Testing Manual as issued by ALDOT's State Materials and Tests Engineer. This manual sets out test frequency of acceptance samples and tests, sampling point, sample size, sampling and test methods and appropriate report forms for materials to be incorporated into construction projects. This Manual also contains Bureau of Materials and Tests (ALDOT) procedures referenced in the Manual and/or specifications and BMT worksheets and test report forms. (Said Manual is available on ALDOT's website.)
  5. ALDOT Construction Manual. This manual describes in detail many of the procedures and practices of ALDOT relating to construction engineering and inspection. (Said Manual is available on ALDOT's website.)
  6. Applicable ALDOT Standard Specifications for Highway Construction.
  7. Applicable Roadway and Traffic Design Standards.
  8. ALDOT's manual of Materials, Sources and Devices with Special Acceptance Requirements as issued by the State Materials and Tests Engineer. (Said manual is available on ALDOT's website.)
  9. FHWA Manual on Uniform Traffic Control Devices.
  10. The AASHTO Standard specifications for Transportation Materials and Methods of Sampling and Testing.
  11. Copies of all applicable ASTM Standards.
- B. The Engineer shall provide all survey equipment, photographic equipment, tapes, rulers, field books and other items necessary for the satisfactory performance of work. Quantity and quality of the items shall meet City Engineer's approval.
- C. Engineer shall provide other routine items necessary for satisfactory performance of work.

#### 5.0 LIASON:

Engineer shall be responsible for fulfilling all functions required by this Agreement. Engineer's activities and decisions relating to Project are subject to review by City Engineer. Engineer shall provide coordination of all activities, correspondence, reports, and other communications related to its responsibilities under this Agreement. Personnel shall not be assigned to Project without approval of City Engineer. Construction engineering and inspection forces shall be required of the Engineer at all times when required by the City. If construction contract is suspended, the Engineer's forces shall be adjusted at the direction of City Engineer to correspond with type of suspension, either complete suspension or partial suspension.

#### 6.0 COOPERATION AND PERFORMANCE OF THE ENGINEER:

During the period of this Agreement, the City shall conduct reviews of various phases of Engineer's operations, such as construction inspection, materials sampling and testing and administrative activities. Reviews shall be conducted to determine compliance with this Agreement and sufficiency with which procedures are being effectively applied. These reviews are to assure that construction work and administrative activities are performed in reasonable conformity with ALDOT policies, plans, specifications, and contract provisions. The City shall have complete access, at all times, to project site, project office, all project records, and any other Engineer items associated with Project or this Agreement. The Engineer shall cooperate and assist the City representatives when conducting said reviews. When deficiencies are indicated in a review, immediate remedial action shall be implemented by Engineer in conformance with City's recommendations. The City's remedial recommendation and the Engineer's actions are to be properly documented by City Engineer. The Engineer shall be responsible for accuracy of its work and shall promptly implement policies and procedures reasonably necessary to prevent errors, omissions, or noncompliance with said contract terms.

If the Engineer's services hereunder contain errors, omissions, or are not compliant with terms of said contract, the Engineer, upon receipt of written notice of such defects from the City, shall correct such errors, omissions, or noncompliance at its own expense. Federal Aid projects are subject to review by representatives of FHWA. Additional State personnel may make special reviews. The Engineer shall fully cooperate with and assist in making such reviews.

## 7.0 REQUIREMENTS:

### A. General:

It will be Engineer's responsibility to provide services necessary for contract administration to produce construction in reasonable conformity with plans, specifications, and contract provisions. Engineer shall advise City and shall document any omissions, substitutions, defects, and deficiencies noted in the work of Contractor and the corrective action taken.

### B. Survey Control:

The Engineer may be requested to reestablish project survey controls. The Engineer may be requested to provide project surveying to fulfill project requirements.

### C. Project Inspection:

The Engineer shall provide services to monitor and document Contractor's construction operations. Engineer shall test, inspect and document all construction material as required to assure quality of workmanship and materials are in reasonable conformity with plans, specifications and other contract provisions. Engineer may be responsible for monitoring and approving asphalt production. The State and/or City shall monitor all other off-site activities and fabrication (including pre-stress production). Engineer shall keep detailed, accurate records of Contractor's daily operations and significant events that may affect the work. The standard procedures and practices of the State for inspection of construction projects are set out in the State's Construction Manual. Engineer shall in general, perform inspection services in accordance with these standard procedures and practices and other accepted practices as may be appropriate. Engineer will conduct the necessary inspections in accordance with requirements of the NPDES Permit for the Project; these inspections will be performed at least monthly and immediately following a significant rainfall. Engineer will prepare and submit these reports to the City.

### D. Testing:

Engineer will perform sampling and testing of materials and completed work items to the extent it will assure materials and workmanship incorporated in Project is in reasonable conformity with plans, specifications and contract provisions. Engineer will meet minimum sampling frequencies set out in State's Testing Manual. City reserves the right to require additional sampling and testing. Engineer will be responsible for securing control samples and using test results to determine acceptability of all materials and completed work items. Engineer will be responsible for verification of certified test reports as required by Bureau of Materials and Tests, DOT label, DOT stamp, etc., as needed. Engineer will be responsible for progress record sampling. City will monitor effectiveness of Engineer testing procedures thru surveillance and obtaining testing progress record samples and final record samples. Progress record sampling and testing is necessary to verify job control sampling frequencies and test procedures are adequate. Engineer will inform City of schedules for sampling and testing as work progresses so sampling can be accomplished by State at proper times. Sampling and testing will be as required by ALDOT's Testing Manual or as modified by contract provisions. Engineer will perform inspection of hot-mix asphalt operations.



**E. Management Engineering Services:**

Engineer shall perform management engineering services necessary to: assure proper coordination of activities of parties involved to accomplish completion of project; maintain complete, accurate records of activities and events relating to project; properly document significant changes to project; provide interpretations of plans, specifications and contract provisions; make recommendations to County to resolve disputes that may arise in relation to construction contract; and maintain adequate surveillance of Contractor's activities.

Engineer shall perform other management engineering services normally assigned to a project that are required to fulfill the Engineer's responsibilities under this Agreement. All recordation and documentation shall be in accordance with standard ALDOT procedures, formats and content. Engineer services include, but are not limited to the following:

1. Attending and participating in a pre-construction conference for each project. Record significant information revealed and decisions made at conference and if requested by the City, distribute copies of said minutes to appropriate parties. Engineer may be required to conduct the pre-construction conference.
2. Complete and maintain full and accurate daily record of all activities and events relating to Project. Record work completed by Contractor, including quantities of pay items in conformity with Final Estimate preparation procedures and specifications. Engineer will prepare Monthly Progress Pay Estimates based on the acceptable work performed by contractor each month in accordance with ALDOT Pay Estimate preparation procedures and specifications. Engineer shall immediately report to City Engineer changes in pay items, project time, or cost as soon as they become known to Engineer.
3. Complete and maintain Project Diaries and Inspector's Daily Reports as requested by the State. Said diaries and reports shall be kept up-to-date on a daily basis.
4. Maintain a project log of all materials entering into work with proper identification of basis of acceptance for each shipment of material.
5. Maintain project records of sampling and testing accomplished. Analyze such records to ascertain acceptability of materials and completed work items. The field reports shall be recorded in project records within three days. Engineer will verify, certify and document work items requiring performance periods (curing period, operational period, etc.)
6. Prepare and submit monthly to City Engineer a comprehensive tabulation of quantity of each pay item satisfactorily completed that includes appropriate test reports and/or materials certifications or materials stored to date. Quantities shall be based on daily records and calculations. Calculations shall be properly recorded. The tabulations shall be used for preparation of the Monthly Progress Estimate.
7. Provide interpretations of plans, specifications and contract provisions. Engineer shall consult with City Engineer when an interpretation involves complex issues or may have an impact on cost or quality of performing said work.
8. Field problems are difficulties encountered in construction thru circumstance that may or may not be under control of Contractor, requiring a degree of engineering evaluation and decision. Field problems may involve the following: out of tolerance work, out of specification material, structural defect, accidental damage, underground obstruction, etc. These problems may impact execution, progress, cost or quality of project. It is of importance problems be resolved expeditiously. Engineer will ensure solutions are pursued and implemented as quickly as possible. Where a difficulty, problem, or defect of any nature is encountered during construction, Engineer will assemble relevant information to include proposals from Contractor. Engineer will document and evaluate these in a concise and orderly manner, by reviewing all information and circumstances.



Engineer will make recommendations to City Engineer for most expeditious course of action to minimize delays and costs while achieving an acceptable result. Engineer of Record (Designer) or State Construction Engineer, depending on the nature of the proposal are responsible for structural engineering analysis of Contractor's proposals, determining acceptability of proposals and meeting the requirements of said design. However, Engineer will be responsible for ensuring City Engineer is provided all relevant information and, in addition, shall appraise and make recommendations to City Engineer of all project related circumstances that may have an influence upon the solution. In particular, Engineer shall first utilize his own personnel and resources in order to assess the problem and its likely impacts on said project. By utilizing Engineer personnel and resources, Engineer shall assess both the technical and contractual implications upon said project of any proposals presented by Contractor. Engineer shall consider all likely impacts upon project in regard to costs, delays, potential claims, management, contract administration, any justifiable financial adjustments (increases or decreases, including penalties) to be applied to Construction Contract, and feasibility of the Contractor successfully and expeditiously fulfilling his technical proposals. Engineer shall make these assessments in order to formulate his recommendations. Engineer will then forward the said assessments and recommendations to City Engineer, together with proposals from Contractor. Engineer will then forward the said assessments and recommendations to City Engineer, together with any proposals from Contractor. Engineer shall be a liaison and cooperate with City in resolving any problems. Upon resolution and approval of technical solution, Engineer will ensure all approved remedial measures are completed in a technically competent and satisfactory manner. Engineer will be responsible for contract administration and management normally associated with implementing remedial measures. In situations where Engineer does not have direct responsibility for engineering inspection of the item that caused said problem, but where that item is now under his area of control, Engineer will formulate his assessment and recommendation and cooperate in resolving the problem. In all situations, Engineer shall ensure all proposals, reviews, assessments, studies, recommendations and decisions are executed expeditiously in order to minimize delays and costs.

9. Engineer will analyze change to plans, specifications, contract provisions and extra work that appear necessary to fulfill intent of contract. Engineer will recommend changes to City Engineer for approval. Approval must be obtained before changes or extra work.
10. When a modification to the original contract is required, due to a necessary change in character of work, Engineer, in conjunction with the City, shall negotiate prices with Contractor and prepare and submit a recommendation to City Engineer for approval. City Engineer will prepare Supplemental Agreements and obtain required approvals. **(Extra Work and not included in Engineer's scope of services or fee proposal.)**
11. If Contractor gives written or verbal notice certain work is out of scope of construction contract and intends to claim additional compensation, Engineer will maintain accurate documentation in accordance with contract requirements of cost involved in such work. **(Extra Work and not included in Engineer's scope of services or fee proposal.)**
12. In the case where Contractor submits a claim for additional compensation, Engineer will analyze submittal in conjunction with City Engineer. Engineer may be required to provide recommendation on validity and reasonableness of requested additional compensation and/or contract time extension. Engineer shall maintain complete and accurate documentation of work involved in such claims. **(Extra Work and not Included in Engineer's scope of services or fee proposal.)**

13. In the case where Contractor submits a request for extension of allowable contract time, Engineer will analyze request and prepare a recommendation to City covering accuracy of statements and effect of delaying factors on completion of controlling work items. Engineer will make recommendations weekly, or at other times as necessary, to City Engineer on all delays. This recommendation is needed to justify time extension. **(Extra Work and not included in Engineer's scope of services or fee proposal.)**
14. Engineer shall prepare and submit to City a final estimate with documentation and one (1) set of record as-built plans for each project. All changes made to plans, which involve Engineer, shall be signed and sealed by Engineer and City Engineer. This task must be completed within a timely manner or in accordance with current ALDOT Standard Specifications from the earliest project acceptance date.
15. At request of the City, Engineer shall assist City in preparing for litigation hearings that may occur during the term of this Agreement in connection with the project. **(Extra Work and not included in Engineer's scope of services or fee proposal.)**
16. Engineer shall monitor and document Contractor's compliance with contract provisions in regard to payment of predetermined wage rates in accordance with State procedures.
17. Engineer will review and document Contractor's compliance with contract requirements concerning Equal Employment Opportunity and Affirmative Action; assist State's Equal Employment Opportunity Specialist as requested, and review and document D.B.E. (Disadvantaged Business Enterprises) activities to insure compliance of contract goals.
18. Engineer will review and document construction to extent necessary to determine if construction activities violate requirements of any permits. Project Manager will notify Contractor, in writing, of any violations or potential violations and require his immediate resolution of said problem. Violations shall be reported to City Engineer immediately.
19. Shop drawing/sample submittal and approvals will be logged by the State. Tracking will include maintaining a log book of the status of each submittal progressing thru review and approval. Engineer will encourage all reviewers to accomplish reviews promptly.
20. Engineer will assist Contractor and utility companies in resolving conflicts so conflicting utilities are timely removed, adjusted or protected to minimize delays to construction operations. Documentation will be maintained according to the State's procedures.
21. Project Manager and Engineer on project will conduct meetings with Contractor, sub-contractor and/or utility companies to review plans, schedules, problems or other areas of concern. Results of these meetings shall be recorded in project diary.
22. Engineer may be required to conduct and document field reviews of maintenance of traffic operations after normal working hours, weekends and holidays.
23. Engineer may be required to respond to inquiries from various persons, i.e., public media, property owners, local agencies, State agencies, Federal agencies, etc., and inform City Engineer of these inquiries. **(Extra Work and not included in Engineer's scope of services or fee proposal.)**
24. Engineer may be required to provide field construction activities in areas of design engineering, vertical and horizontal control, typical sections, cross-sections for monthly estimates and other engineering required to complete the construction project. **(Extra Work and not included in Engineer's scope of services or fee proposal.)**

#### 8.0 SUBCONSULTANT SERVICES:

The Engineer has subcontracted for materials sampling and testing services with Geo Solutions, LLC. Their written proposal and scope of services is attached hereto within Appendix A. Geo-Solutions Fee Schedule is included in Appendix B.

**9.0 CLAIMS REVIEW:**

If Contractor for Project submits a claim for additional compensation and/or time after Engineer has completed this Agreement, Engineer will, by written request from City, analyze the claim, prepare a recommendation to City covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of said claim. Compensation for these services will be mutually agreed between City and Engineer before performing Services.

- A. Engineer will, on request by City, assist City in preparing for hearings or litigation that occur after Engineer's contract time in connection with Project covered by this Agreement.
- B. Engineer shall, upon written request by City Engineer, provide qualified Engineers and/or Engineering Technicians to serve as engineering witnesses, provide exhibits, and otherwise assist the City in any litigation or hearings in connection with said construction contract.

**PROPOSAL FOR  
CONSTRUCTION MATERIALS TESTING SERVICES  
TURN LANE FOR BOB WADE LANE AT  
TOYOTA MOTOR MANUFACTURING PLANT  
ALDOT PROJECT NO.: IAR-045-000-009  
HUNTSVILLE, ALABAMA  
PROPOSAL NO.: G-13-103**

**BY**

**GEO SOLUTIONS, L.L.C.**

**JUNE 19, 2013**



**PREPARED  
FOR**

**GARVER  
5125A RESEARCH DRIVE  
HUNTSVILLE, ALABAMA 35805**



June 19, 2013

Garver  
5125 Research Drive  
Huntsville, AL 35805

Attention: Mr. Scott Leach, P.E.

Subject: Proposal for Construction Materials Testing Services  
Turn Lane for Bob Wade Lane at Toyota Motor Manufacturing Plant  
ALDOT Project No.: IAR-045-000-009  
Huntsville, Alabama  
Proposal No.: G-13-103

Dear Mr. Leach:

GEO Solutions, L.L.C. is pleased to present this unit proposal for providing Construction Materials Testing services during construction of the planned turn lane for Bob Wade Lane at Toyota Motor Manufacturing Plant in Huntsville, Alabama. The staff of GEO Solutions has been involved in many projects in the North Alabama area over the past 20 years. Given our knowledge and experience, we believe we will be a valuable member to the construction team.

#### **SCOPE OF SERVICES**

GEO Solutions has reviewed the provided project plans at the time of this proposal. Based on our knowledge regarding the planned construction, the following Scope of Services is anticipated for this project. We understand that our services will be provided on an on-call basis in accordance with ALDOT's testing manual and specifications. Our laboratory and staff are fully certified by AASHTO, ALDOT and the USACE and are capable of providing the construction materials testing services for this project. The requested services at this time will include:

##### **Subgrade Review**

GEO Solutions will provide a field engineer to review subgrade areas prior to soil fill placement and at final grade elevation in cut areas. Reviews will include visual soil classification, penetrometer testing, exploratory excavations and/or proof rolling to help identify stable soil subgrade conditions are present in the planned construction area. Reports documenting findings and recommendations will be submitted upon completion. Recommendations to remediate unsuitable soil conditions or improve existing soils will be provided at the time of each review. Observation and quantifying of undercut soils will be provided as directed by the owner's representative.

**Field Density Testing (ALDOT Specification Section 306)**

GEO Solutions proposes to provide a qualified field technician to perform field density testing of structural fill and basestone at the required locations and testing intervals. Results of tests will be reported in the field upon completion. Formal reports will be prepared and submitted after completion of each event. Our technicians are trained to quickly interpret test results and the observed site conditions in order to help the site grading contractor maximize productivity.

**Concrete Testing (ALDOT Specification Section 501.05)**

A certified concrete field technician will be present as requested on an on-call basis to perform the required concrete testing for this project. Services will include representative testing of all structural concrete placements in accordance with ALDOT Specification Section 501.05. Field Testing will include slump, air, and temperature. Representative samples will be made and transported to a controlled laboratory environment for storage, curing and compressive strength testing. Relevant data will be recorded for each testing/sampling event. Compressive strength results will be reported within 24 hours of testing the specified testing intervals.

**Asphalt Testing (ALDOT Specification Section 410.02)**

An engineering technician will perform the necessary compliance testing of asphaltic concrete (binder layer and wearing surface). Asphalt cores will be obtained for the purpose of documenting the in-place thickness and density of each layer of asphalt as requested. Required laboratory testing will be performed at the asphalt plant upon request. The base stone thickness and density will also be reviewed prior to asphalt placement. A formal report will be prepared and submitted after the completion of each testing event.

**Laboratory Testing (ALDOT Specification Section 800)**

An experienced laboratory technician will perform all required testing in accordance with ALDOT's Specification Manual. These services will include the following:

- Compression testing of concrete, mortar, and grout specimens
- Maximum density by standard Proctor method
- Maximum density by modified Proctor method
- Atterberg Limits determination
- Grain Size Analysis (Gradation) - Stone



Turn Lane for Bob Wade Lane at Toyota Motor Manufacturing Plant  
Proposal No.: G-13-103

June 19, 2013  
Page 3

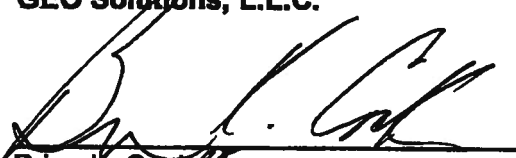
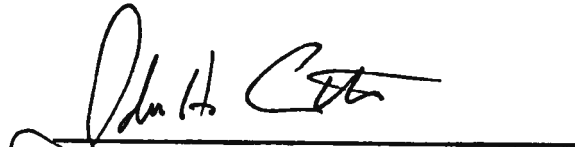
### FEE SCHEDULE AND COST ESTIMATE

Attached is our ALDOT CE&I unit rate fee schedule. Services provided during the project will be invoiced in accordance with the attached unit rate fee schedule. Invoices will be prepared monthly for the work performed during the previous billing cycle in accordance with the unit rates provided on the attached Fee Schedule. These rates remain in effect for the duration of the contract. Invoices will reflect the unit rate charges, which is a function of the schedule and testing needs. In the event that other tests or inspection services not mentioned herein are required, we would be pleased to offer a quotation upon request. We estimate the total costs for providing the construction materials testing services to be approximately **\$7,754.65**.

### CLOSING

GEO Solutions appreciates the opportunity to provide you with our best resources and professional services. Should you have further questions, please contact the undersigned.

Respectfully submitted,  
GEO Solutions, L.L.C.

  
\_\_\_\_\_  
Brian K. Cook  
Partner  
\_\_\_\_\_  
John H. Cutter  
Director of Marketing

Attachment: Estimated Fee Breakdown  
On-Call Unit Rate Fee Schedule  
Proposal Authorization Form

**ALDOT Project No. IAR-045-000-009      APPENDIX B - FEE PROPOSAL and HOURLY FEE SCHEDULE**  
**New Truck Entrance for Toyota Motor Manufacturing Plant at SR-255/Bob Wade Lane**  
**In the City of Huntsville, Madison County**

6/24/2013

We are proposing a fee as follows:

<b>LABOR ESTIMATE</b>				
<b>Employee Classification</b>	<b>Hourly Rate</b>	<b>Est. Man-hours</b>	<b>Total</b>	<b>Comments</b>
Sr. Project Manager	\$59.92	34	\$2,037.28	
Professional Civil Engineer	\$38.94	104	\$4,049.76	
Construction Inspector	\$25.00	280	\$7,000.00	
Administrative Assistant	\$16.50	97	\$1,600.50	
2-Man Survey Crew	\$31.63	15	\$474.45	
<b>Total Direct Labor</b>			<b>\$15,161.99</b>	
<b>Audited Combined General Overhead Rate @ 191.95% = \$29,103.44</b>				
<b>Sub-Total Labor Cost + Overhead =</b>			<b>\$44,265.43</b>	
<b>Total Estimated Direct Costs =</b>			<b>\$1,380.00</b>	
<b>Total Estimated Labor &amp; Direct Costs =</b>			<b>\$45,645.43</b>	
<b>Profit 10% =</b>			<b>\$4,564.54</b>	
<b>Sub-Total =</b>			<b>\$50,209.97</b>	
<b>FCCM (Facilities Capital Cost of Money @ 0.97% =</b>			<b>\$147.07</b>	Applied to Direct Labor Only w/out Profit
<b>Sub-Total =</b>			<b>\$50,357.04</b>	
<b>Construction Materials Testing Subconsultant (Geo-Solutions) = \$7,754.65</b>				
<b>5% Sub-Consultant Administration = \$387.73</b>				
<b>Sub-Total Sub-Consultant Services = \$8,142.38</b>				
<b>Total Estimated Fee =</b>			<b>\$58,499.43</b>	
<b>Estimated Direct Costs</b>	<b>Rate/Unit</b>	<b>Total Units</b>	<b>Total</b>	
Reimbursable Mileage	\$0.565	2000	1,130.00	
Copies, Postage, etc.	\$0.10	2500	250.00	
<b>Total Direct Costs =</b>			<b>1,380.00</b>	
<b>Grand Total =</b>			<b>\$58,499.43</b>	

Note: This Fee Proposal Estimate is based on construction being complete within the 60 Calendar Day Contract Deadline. This fee Proposal is based on Garver's FY 2012 Indirect Cost Overhead Cost Rate and has been used for the purpose of establishing the Total, Not-To-Exceed Fee Amount. Estimated Hourly Billing Rates are based on the anticipated employees/classifications we believe are needed. These are shown on the next page.

APPENDIX B - FEE PROPOSAL and HOURLY FEE SCHEDULE

Garver, LLC - Anticipated Employees/Classifications and Hourly Fee Schedule Calculations

Billing Rates Developed using Garver, LLC's Audited Combined General Overhead Rate

<u>Employee Classification</u>	<u>Hourly Labor Rate</u>	<u>Indirect Cost Rate Overhead</u>	<u>Profit Allowed</u>	<u>FCCM Rate on Labor Only</u>	<u>Hourly Billing Rate</u>
Sr. Project Manager	\$59.92	191.95%	10%	0.97%	\$192.98
Professional Civil Engineer	\$38.94	191.95%	10%	0.97%	\$125.42
Construction Inspector	\$25.00	191.95%	10%	0.97%	\$80.52
Administrative Assistant	\$16.50	191.95%	10%	0.97%	\$53.15
2-Man Survey Crew	\$31.63	191.95%	10%	0.97%	\$101.87

These rates are based on the anticipated employees we plan to use on this project.  
If other employees are used, their hourly billing rate will be based on each employee's hourly labor rate multiplied by the Indirect Cost, Profit, and FCCM rates listed above.

## CONTRACT ID #:

New Truck Entrance for Toyota Motor Manufacturing Plant at SR-255/Bob Wade Lane  
In the City of Huntsville, Madison County, Alabama

ALDOT Project No. IAR-045-000-009

## MANHOURLY ESTIMATE

SCOPE OF CONSTRUCTION ENGINEERING & INSPECTION SERVICES TO BE PROVIDED						Senior Project Manager	Professional Civil Engineer	Construction Inspector	Administrative Assistant	2-Man Survey Crew
<b>A. General</b>						4	2	5		
1. Provide contract administration and document omissions, substitutions, defects & deficiencies noted in the work of contractor and the corrective action taken.										
<b>B. Survey Controls</b>										
1. Reestablish project survey controls and provide project surveying and quantity verification survey estimates during the course of the project.								2		15
<b>C. Project Inspection</b>										
1. Monitor & document contractor operations; test, inspect, & document construction materials; & keep accurate, detailed records of contractor's daily activities						6	16	240	40	
<b>D. Testing (Materials Sampling &amp; Testing Estimated Man-hour &amp; Fee Proposal from Geo-Solutions is attached.)</b>										
1. Coordinate with Contractor & geotech to ensure the appropriate sampling & testing of construction materials is performed as required by ALDOT Testing Manual						1	2	3	2	
<b>E. Management Engineering Services</b>										
1. Attend/Conduct/Participate in Pre-Construction Conference, record information at conference, and prepare & distribute copies of meeting minutes						3	3		8	
2. Complete & Maintain full & accurate daily record of all activities & events related to project, Record Work completed by Contractor, including pay item quantities							4	6	8	
3. Complete & Maintain Project Diaries and Inspector's Daily Reports as requested by ALDOT on a daily basis							8	5	4	
4. Maintain a project log of all materials entering into work w/ proper identification basis of acceptance for each shipment of material							4	3	4	
5. Maintain & analyze records of sampling & testing accomplished; Record Field Reports; & Verify, Certify, & Document work items requiring performance periods							4	5	8	
6. Prepare & Submit tabulation of quantities of items satisfactorily completed based on records & recorded calculations to be used in Monthly Progress Estimate						1	8	5	4	
7. Interpret Plans, Specifications & Contract provisions; Consult w/ City/State as needed when interpretation may have impact on cost/quality of work						4	8			
8. Ensure field problem solutions are pursued & implemented as soon as possible; Assemble relevant information; Assess impacts; Recommend Solutions						4	8			
9. Analyze plans, specifications, & contract provisions for extra work that appears necessary to fulfill contract intent; Recommended changes for City/State approval						4	8			
10. Negotiate prices for modification to contract if required due to necessary change in character of work; Prepare & Submit recommendation (Extra Work)										
11. Maintain accurate documentation of costs involved in work contractor claims is beyond original scope of construction contract (Extra Work)										
12. Maintain documentation of work involved in contractor claim for additional compensation; Prepare & Submit recommendation (Extra Work)										
13. Analyze contractor request for extension of contract time; Prepare recommendation covering accurate summary of statements & events (Extra Work)										
14. Prepare & Submit Final Estimate with documentation and one (1) set of record as-built plans for each contract including all changes made to plans						1	8		8	
15. Assist in preparation for hearings or litigation that may occur during the term of the Agreement in connection with project as needed (Extra Work)										
16. Monitor & document Contractor compliance with contract provisions in regard to payment of predetermined wage rates; Including sub-contractor compliance										
17. Review & document Contractor compliance w/ EEO & AA requirements; Assist State's EEO Specialist; Review & Document DBE activities per contract goals										
18. Review & document whether construction activities violate any permit requirements; Notify contractor of problems & require immediate resolution of such						1	2		3	
19. Actively Encourage the review of all Shop drawing/sample submittals & approvals logged by STATE to accomplish reviews promptly							1			
20. Assist Contractor & Utility Companies in resolving conflicts in a timely manner to minimize delays to construction operations; Document conflicts as needed						1	2			
21. Conduct Meetings with contractor, sub-contractor, &/or utility companies to review plans, schedules, problems, or areas of concern & record meetings in Diary						3	8	3		
22. Conduct & Document field reviews of maintenance of traffic operations as needed after normal working hours, weekends, & holidays						1	8	3		
23. Respond to Inquiries from Public; Media; Property Owners; Local, State, &/or Federal Agencies, etc. and Inform City/State of inquiries (Extra Work)										
24. Provide Design Engineering for Field Construction activities that may necessitate change to design plans to complete construction (Extra Work)										
<b>Total Hours by Classification Estimated for Construction Engineering &amp; Inspection Services:</b>						<b>34</b>	<b>104</b>	<b>280</b>	<b>97</b>	<b>15</b>

Note: The City will provide sufficient experienced/certified Inspectors to assist Garver's Inspector in performing Task C: Project Inspection.

**GEO Solutions, LLC**

Estimated Fee Breakdown

Page 1

Proposal G-13-103

Date: 19-Jun-13



Earthwork / Field Density Testing	Quantity	Fee	Unit	Total
Standard Proctor	2	\$120.00	ea.	\$240.00
Atterberg	2	\$75.00	ea.	\$150.00
Nuclear Gauge Charge	15	\$30.00	ea.	\$450.00
Engineer Technician	30	\$39.79	hr.	\$1,193.70
Project Engineer	5	\$97.41	hr.	\$487.05
Senior Consulting Engineer	1	\$175.23	hr.	\$175.23
Administrative Assistance	5	\$39.79	hr.	\$198.95
Trip Charge / Mileage	15	\$30.00	ea.	\$450.00
Total:				\$2,954.93

Concrete Testing	Quantity	Fee	Unit	Total
Concrete Samples	20	\$15.00	ea.	\$300.00
Engineer Technician	15	\$39.79	hr.	\$596.85
Project Engineer	2	\$97.41	hr.	\$194.82
Senior Consulting Engineer	1	\$175.23	hr.	\$175.23
Administrative Assistance	5	\$39.79	hr.	\$198.95
Trip Charge / Mileage	5	\$30.00	ea.	\$150.00
Total:				\$1,615.85

Subgrade Review	Quantity	Fee	Unit	Total
Project Engineer	8	\$97.41	hr.	\$779.28
Senior Consulting Engineer	2	\$175.23	hr.	\$350.46
Administrative Assistance	1	\$39.79	hr.	\$39.79
Trip Charge / Mileage	5	\$30.00	ea.	\$150.00
Total:				\$1,319.53

Asphalt / Basestone	Quantity	Fee	Unit	Total
Modify Proctor	1	\$120.00	ea.	\$120.00
Grain Size Analysis	1	\$75.00	ea.	\$75.00
Nuclear Gauge Charge	5	\$30.00	ea.	\$150.00
Engineer Technician	10	\$39.79	hr.	\$397.90
Project Engineer	5	\$97.41	hr.	\$487.05
Senior Consulting Engineer	1	\$175.23	hr.	\$175.23
Administrative Assistance	4	\$39.79	hr.	\$159.16
Bulk Specific Gravity / Core Density	6	\$25.00	ea.	\$150.00
Coring Machine	3	\$50.00	ea.	\$150.00
Trip Charge / Mileage	5	\$30.00	ea.	\$150.00
Total:				\$1,864.34

TOTAL: \$7,754.65

**GEO SOLUTIONS, L.L.C.  
CONSTRUCTION TESTING SERVICES  
ON-CALL UNIT RATE FEE SCHEDULE  
PROPOSAL NO.: G-13-103**

<u><b>Item No.</b></u>	<u><b>Description</b></u>	<u><b>Unit Price</b></u>
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**Staffing**

P-1	Engineering Technician (Soil, Concrete and Asphalt), per hour .....	\$39.79
P-2	Senior Engineering and Asphalt Lab Technician, per hour .....	\$47.14
P-3	Project Engineer/Manager, per hour.....	\$97.41
P-4	Senior Consulting Engineer, per hour.....	\$175.23
P-5	Administrative Assistant, per hour .....	\$39.79

**Laboratory Testing**

L-1	Compressive Strength Testing of Concrete, each .....	\$15.00
L-2	Standard Proctor Test, each.....	\$120.00
L-3	Atterberg Limits Test (LL and PL) each.....	\$75.00
L-4	Modified Proctor Test, each .....	\$120.00
L-5	Grain Size Analysis (Gradation), each.....	\$75.00
L-6	Moisture Content, each.....	\$15.00
L-7	Bulk Specific Gravity (Core Density), each.....	\$25.00

**Equipment Fee**

S-1	Truck Charge, per visit (trips less than 25 miles) .....	\$30.00
S-2	Trip Charge, per mile (trips more than 25 miles).....	\$0.56
S-3	Nuclear Gauge Rental, per day .....	\$30.00
S-4	Penetrometer, per day .....	\$30.00

Note: Overtime for services is time over 8 hours per day during normal work hours, Saturdays, Sundays, nights and Holidays. Overtime is charged at 1.5 times the regular time rate. A minimum charge of 2 hours will be invoiced for testing and engineering visits to the jobsite. Rates will remain in effect through the duration of the project.



To: William F. Adams, P.E.  
Design Bureau Chief

Attn: Stan Biddick

From: External Audits Section

Subject: Signed Audit Agreement Approval Form(s)  
and/or Audit Explanation Letter(s) for  
further processing.

Date: 6-29-12



ALABAMA DEPARTMENT OF TRANSPORTATION  
FINANCE AND AUDITS BUREAU  
1409 Coliseum Boulevard  
Montgomery, Alabama 36110



**Robert Bentley**  
Governor

**John R. Cooper**  
Transportation Director

June 29, 2012

TO: William Adams  
Design Bureau Chief

ATTN: Stan Biddick  
Consultant Management Engineer

FROM: Bureau of Finance and Audits, External Audits Section

Subject: Garver, LLC  
Review of the Report on the Schedule of Indirect Costs  
Auditor: Rasco Winter Abston Moore & Associates, LLP  
For Fiscal Year Ended December 31, 2011  
Overhead Audit Report # R12-CDR-64

Attached are the original and one copy of the above referenced audit. We are attaching a copy of our report for you to forward to the consultant at your discretion. Please furnish us a copy of your transmittal, as the consultant has thirty (30) days from the date of transmission to appeal any audit findings to the Director of Finance. In addition, please inform us of the amount of the contract awarded to the consultant at the conclusion of the negotiations.

Respectfully,

Handwritten signature of George Rall.

Prepared by: George Rall  
External Auditor

Handwritten signature of John Whiteside.

Reviewed by: John Whiteside  
Acting External Audit Manager

Handwritten signature of Roy Keen.

Submitted and Approved by: Roy Keen, Assistant Director of Finance and Audits



# ALABAMA DEPARTMENT OF TRANSPORTATION

## FINANCE AND AUDITS BUREAU

1409 Coliseum Boulevard  
Montgomery, Alabama 36110



**Robert Bentley**  
Governor

**John R. Cooper**  
Transportation Director

June 29, 2012

TO: William Adams  
Design Bureau Chief

ATTN: Stan Biddick  
Consultant Management Engineer

FROM: George Rall  
External Auditor *George Rall*

APPROVED: John T. Whiteside *John T. Whiteside*  
Acting External Audit Manager

SUBJECT: Garver, LLC  
Review of the Report on the Schedule of Indirect Costs  
For the Fiscal Year Ended December 31, 2011  
Audit Report # R12-CDR-64

As per your request, an office review has been made of the Consultant's Schedule of Indirect Costs. The schedule was audited by the accounting firm of Rasco Winter Abston Moore & Associates, LLP of Little Rock, Arkansas.

Our review of the schedule revealed no exceptions.

Listed below is a summary of the new rates.

<u>Description</u>	<u>Rates</u>
Home Office Overhead Rate	197.70%
Home Office Facilities Cost of Capital Rate	0.98%
Field Office Overhead Rate	151.36%
Field Office Facilities Cost of Capital Rate	0.87%

Based upon the above, approval of the audited rates is recommended.

Cc: Bill A. Flowers, Director of Finance and Audits

Att 1 - Pg 23 of 25 - 07/11/13

**ARKANSAS STATE HIGHWAY  
AND  
TRANSPORTATION DEPARTMENT**

Scott E. Bennett  
Director  
Telephone (501) 569-2000  
Voice/TTY 711



P.O. Box 2261  
Little Rock, Arkansas 72203-2261  
Telefax (501) 569-2400  
[www.arkansashighways.com](http://www.arkansashighways.com)

June 19, 2012

Herbert J. Parker, Jr., PE  
Garver Engineers  
4701 Northshore Drive  
North Little Rock, AR 72118

Dear Mr. Parker,

We have conducted a cognizant review of the audit and supporting workpapers, of the "Combined Statement of Direct Labor, Fringe Benefits and General Overhead-with Field Services Rate" of Garver Engineers, for the year ended December 31, 2011. Our review was conducted in accordance with our role as a Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7.

The audit was performed by the independent CPA firm of Rasco Winter Abston Moore & Associates, LLP. The firm represented that the audit was conducted in accordance with *Government Auditing Standards* as promulgated by the Comptroller General of the United States of America and the audit was designed to determine that the overhead rates were established in accordance with Cost Principles contained in the Federal Acquisition Regulations, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

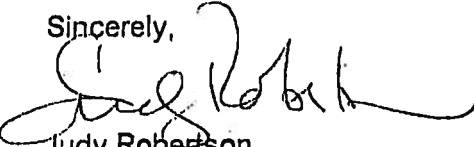
In connection with our cognizant review, nothing came to our attention that caused us to believe that the audit, audit report, and supporting workpapers, for the overhead rates did not conform in all material respects to the aforementioned regulations and auditing standards.

We recommend acceptance of the following rates:

Company Wide Combined Overhead Rate.....	191.95%
Combined FCCM.....	.97%
Home Office Overhead Rate.....	197.70%
Home Office FCCM .....	.98%
Field Services Rate.....	151.36%
Field Services FCCM.....	.87%

Please feel free to call me at (501) 569-2564 if you have any questions.

Sincerely,

  
Judy Robertson  
Chief Auditor

REVISED 12-27-10

EXHIBIT X

CERTIFICATION OF FINAL INDIRECT COSTSFirm Name: Garver, LLCProject Number: IAR-045-000-009Contract ID#: N/A Supplemental Agreement #: N/ADate of Proposal Preparation (mm/dd/yyyy): 06/19/2013Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2011 to 12/31/2011

*I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:*

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

*All known material transaction or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.*

\*Signature: \*Name of Certifying Official (Print): Jerry D. McCarley\*Title: Vice PresidentDate of Certification (mm/dd/yyyy): 6/19/2013

\*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

REVISED 12-27-10

EXHIBIT X

CERTIFICATION OF FINAL INDIRECT COSTS

Firm Name: Geo Solutions, LLC

Project Number: IAR-045-000-009

Contract ID#: N/A Supplemental Agreement #: N/A

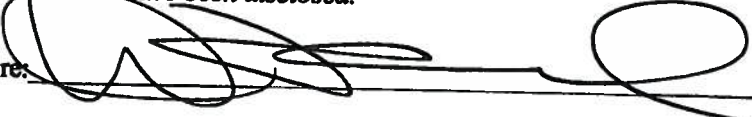
Date of Proposal Preparation (mm/dd/yyyy): 06/19/2013

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2013 – 12/31/2013

*I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:*

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

*All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.*

Signature: 

Name of Certifying Official (Print): William T. Kennard, P.E.

Title: Partner

Date of Certification (mm/dd/yyyy): 06/19/2013

**\*Note:** This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.



**ATTACHMENT 2 - ALABAMA IMMIGRATION ACT - REPORT OF OWNERSHIP FORM**

**CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM**

**A. General Information.** Please provide the following information:

- Legal name(s) (Include "doing business as", if applicable): GARVER, LLC
- City of Huntsville current taxpayer identification number (if available): 4755  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I.D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	
<input type="checkbox"/> General Partnership	
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input checked="" type="checkbox"/> LLC (Multi-Member)	Number & State: <u>136653 - AL</u> <u>01-0733400 - EIN</u>
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

710309583  
AL TAX ID

**C. Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: [Signature] Title (if applicable): Regional Office Administrator  
Type or legibly write name: JERRY D. McCARLEY Date: 1/6/12

**ATTACHMENT 3**  
**CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES**

1. City of Huntsville Standard Specifications for Construction of Public Improvements. Contract Projects, 1991.
2. City of Huntsville Engineering Standards, 1991.
3. City of Huntsville Design and Acceptance Manual for Force Mains and Pump Stations, 2011.
4. City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2011.
5. Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition.
6. City of Huntsville Subdivision Regulations, 1991.

**ATTACHMENT 4**  
**DESIGN REVIEWS**

**OMITTED (N/A TO THIS CONTRACT)**

**Refer to Page 16 of 25 in Attachment 1 for Engineers  
Personnel Fee Schedule**

**ATTACHMENT 6 - PROGRESS REPORT**  
**(Article 8)**

PROGRESS REPORT NO. \_\_\_\_\_ FOR MONTH AND YEAR \_\_\_\_\_

PROJECT \_\_\_\_\_ PROJECT NO. \_\_\_\_\_

DATE \_\_\_\_\_ CITY'S PROJECT ENGINEER \_\_\_\_\_

CONSULTANT \_\_\_\_\_ CONSULTANT'S PROJ. MAN. \_\_\_\_\_

CURRENT MONTH % COMPLETE: \_\_\_\_\_ PREV. MONTH % COMPLETE: \_\_\_\_\_

ATTACH A "SHOULD HAVE STARTED TASKS REPORT" AND A "SLIPPING TASKS REPORT" FROM MICROSOFT PROJECTS THAT LISTS ALL ACTIVITY THAT IS BEHIND SCHEDULE.

ATTACH A "TASKS STARTING SOON" REPORT FROM MICROSOFT PROJECTS WITH A DATE RANGE OF THIRTY (30) DAYS AFTER THE DATE OF THIS PROGRESS REPORT.

STATE WHAT ACTION IS BEING TAKEN TO BRING PROJECT BACK TO SCHEDULE:

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MILESTONE SUBMITTALS	SCHEDULED DATE	ACTUAL DATE
30%	_____	_____
60%	_____	_____
90%	_____	_____
100%	_____	_____
"FINAL" INVOICE SUBMITTED	_____	_____
SUBCONSULTANTS PAID IN FULL	_____	_____

CONTRACTED COMPLETION DATE: December 31, 2013 \_\_\_\_\_

(These scheduled dates shall be agreed upon at the beginning of the project (Attachment 4) with the Project Engineer and noted monthly on each progress report. The scheduled contract completion date shall not be changed except by contract change order. Changes to the scheduled milestone submittal dates shall be accompanied by a new project schedule approved by the OWNER'S Project Engineer.)

UPDATED SCHEDULE ATTACHED? \_\_\_\_\_ YES \_\_\_\_\_ NO

\*If yes, send an electronic copy to the Project engineer

COMMENTS:

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This progress report (4 copies) shall be submitted monthly. Scheduled completion dates will not be extended without a contract modification.

CERTIFICATION: I certify that the stated information is true and accurate to the best of my knowledge.

CONSULTANT _____	DATE _____	CITY PROJECT ENGINEER _____	DATE _____
------------------	------------	-----------------------------	------------

**ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE ENGINEER**  
**(Article 9.2)**

<b>CONSULTANT NAME AND ADDRESS</b>	<b>DESCRIPTION OF SERVICES</b>	<b>FEE</b>
Geo Solutions, L.L.C. 7201 Opportunity Blvd Huntsville, AL 35810	Construction Materials Testing Services	\$7,754.65
	<b>TOTAL</b>	<b>\$7,754.65</b>



**ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST**

<b>REQUIREMENT</b>	<b>SUBMIT TO</b>	<b>SUBMITTAL REQUIREMENT DATE</b>	<b>NUMBER OF COPIES</b>	<b>REFERENCE SECTION OF CONTRACT AND COMMENTS</b>
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	2	Article 2.5
Products or materials specified by the ENGINEER that are available from only one source.	OWNER	Prior to 100% submittal.	2	Article 2.2
Approval of contractor's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the contractor.	N/A	Article 3.4
Approval of contractor submittals	OWNER	So as to cause no delay to the contractor or the PROJECT.	N/A	Article 3.8
Change order changes that reduce construction requirements.	OWNER	Prior to authorizing a change.	N/A	Article 3.1.1
Any information pertaining to any claim.	OWNER	Immediately	2	Article 3.12
Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements, copies of all design and construction standards.	ENGINEER	So as to not delay the services of the ENGINEER.	2	Article 5.1, 5.2
Notification of delays.	ENGINEER; OWNER	Promptly	4	Article 6.1
ENGINEER's monthly invoices.	OWNER	Monthly	4	Article 8.1.1
Consultant progress report.	OWNER	Monthly	4	Article 8.1.1
Records, data, parameters, design calculations and other information.	OWNER	Cancellation of contract.	2	Article 9.7
Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT.	OWNER	Upon notice from the OWNER.	2	Article 9.4
Termination notification.	OWNER or ENGINEER	7 days prior to termination.	2	Article 9.10 & 9.11
Certificate of Insurance for ENGINEER.	OWNER	At 0% design conference	1	Article 10.2(B), 10.6, and Attachment 4.

Insurance cancellation, suspension, or reduction in coverage or limits.	OWNER	30 days prior to effective date except for cancellation which is 10 days notification.	1	Article 10.4(A)
Certificate of insurance for sub consultants/subcontractors.	OWNER	At 0% design conference.	1	Article 10.7
Progress Report (Att. 7)	Project Engineer	30% complete design review, 60% design review, 90% design review, 100% completion stage.	4 hard; 1 digital monthly	Attachment 4

## **ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS**

All drawings shall be sized 24" x 36", unless otherwise approved by the OWNERS Project Engineer.

Title blocks shall as a minimum, contain the name of the project, date, city project number, and ENGINEER's name. The title block of drawings shall contain a space for the names of the preparer and the reviewer and/or checker. These blocks shall be signed on each submittal (See Attachment "11" for sample standard drawing format). Drawings shall contain alphanumeric revision designations. Drawings issued for review shall be issued with alpha revision designation and the revision letter shall be changed for each submittal containing drawing changes. Drawings issued for construction shall be issued with numeric designation at revision level "0" and described as "Issued for Construction" in the revision description block. Subsequent drawing changes require the revision level to be raised using successively higher numbers and the changes to be marked by circling and briefly described in a revision block.

Unless otherwise specified by the Owners Project Engineer, all drawings for review submittals shall be full or half-size copies. All documents shall be clearly marked in a revision block indicating the applicable submittal milestone, i.e. 30%, 60%, 90%, etc.

Submittals required by the State of Alabama for their review, bidding, etc., shall be of the size, form and numbers of copies as the state may require even though such submittals may differ from the submittals set forth as being required elsewhere in this Agreement.

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNERS Project Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone horizontal datum and NAVD 88 vertical datum coordinates.

Digital files shall be submitted by 4-3/4" CD ROM, DVD, 3 and 1/2 inch floppy disk, or to the City of Huntsville F.T.P. site.

All print copies shall be first generation copies.

All text documents shall be prepared in Microsoft Word 2010 format.

All spreadsheets shall be in Microsoft Excel 2010 format.

A schedule showing the critical paths shall be in Microsoft Projects format, unless otherwise approved by the OWNERS Project Engineer.

Aerial photography files shall be in Intergraph (.COT) or (.tiff) format.

All mapping shall meet National Map Accuracy Standards unless otherwise noted. If National Map Accuracy Standards are not met, the accuracy of the map shall be identified to the Owners Project Engineer and on the maps derived from the aerial survey. National Map Accuracy Standards are shown below. This and other map standards are shown in Department of the Army, US Army Corps of Engineers standard, "EM 1110-1-1000, Engineering and Design - Photogrammetric Mapping". <http://140.194.76.129/publications/eng-manuals/em1110-1-1000/toc.htm>

**ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM**

**OMITTED (N/A TO THIS CONTRACT)**

**NAME:** \_\_\_\_\_  
(Utility Name)

**PROJECT NAME:** \_\_\_\_\_ **PROJECT NUMBER:** \_\_\_\_\_

**CONSULTING ENGINEER:** \_\_\_\_\_  
(Name)

**ENGINEERING REPRESENTATIVE** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

I have reviewed design drawings or other information as available, and:

**DO** \_\_\_\_\_

**DO NOT** \_\_\_\_\_

have facilities that will require relocation. If relocation is required, a construction duration of \_\_\_\_\_ calendar days from the Notice to Proceed, is anticipated to be required for relocation.

**LIST NAME(S) OF OTHER UTILITY(S) that share poles or facilities that have to be relocated prior to YOU starting your work:**

**NAME OF UTILITY:** \_\_\_\_\_

**NAME OF UTILITY:** \_\_\_\_\_

**NAME OF UTILITY:** \_\_\_\_\_

**OTHER:** \_\_\_\_\_

**COMMENTS:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**AUTHORIZED REPRESENTATIVE**

**FIELD CONTACT PERSON:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**OFFICE CONTACT PERSON:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

CONSTRUCTION PLANS FOR  
**PROJECT NAME**  
**PROJECT INFORMATION**

FOR THE

**CITY OF HUNTSVILLE**  
**HUNTSVILLE, ALABAMA**  
 (PROJECT NO. XXXXXXXX )

**TITLE SHEET**

**PROJECT NAME AND INFORMATION**

**CITY OF HUNTSVILLE**

**HUNTSVILLE, ALABAMA**

**SAMPLE STANDARD DRAWING FORMAT**

**TITLE**

**INDEX TO DRAWINGS**

**SHEET NO.**

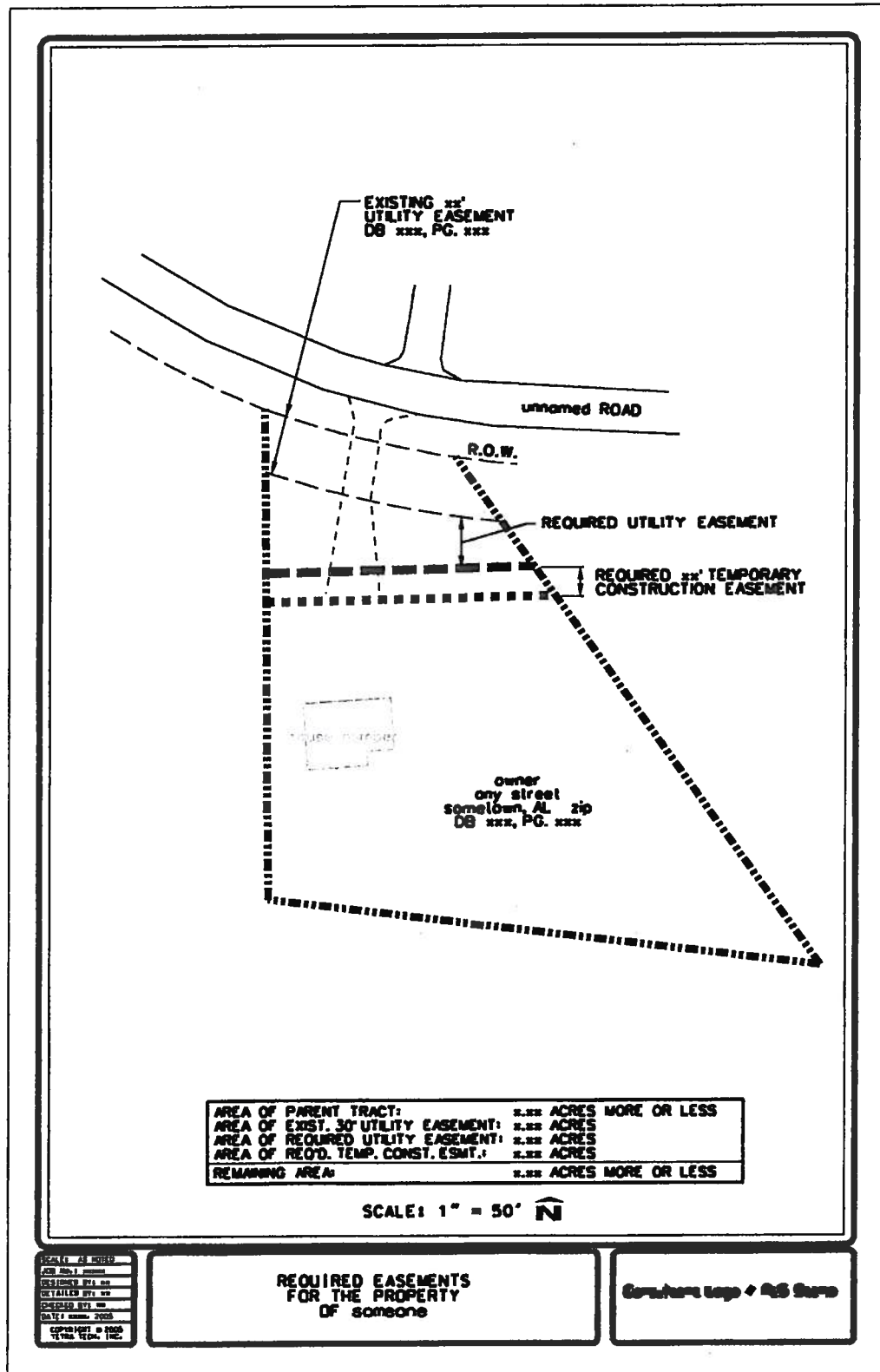
**INDEX TO DRAWINGS SHALL BE PLACED ON COVER SHEET IF POSSIBLE. OTHERWISE IT SHALL BE THE SECOND SHEET IN THE SET.**

**HUNTSVILLE**  
 The Star of Alabama

**PROJECT NO.**

**DATE**

**ATTACHMENT 12**  
**SAMPLE**





## **ATTACHMENT 13**

### **United States National Map Accuracy Standards**

*With a view to the utmost economy and expedition in producing maps which fulfill not only the broad needs for standard or principal maps, but also the reasonable particular needs of individual agencies, standards of accuracy for published maps are defined as follows:*

1. **Horizontal accuracy.** *For maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale; for maps on publication scales of 1:20,000 or smaller, 1/50 inch. These limits of accuracy shall apply in all cases to positions of well-defined points only. Well-defined points are those that are easily visible or recoverable on the ground, such as the following: monuments or markers, such as bench marks, property boundary monuments; intersections of roads, railroads, etc.; corners of large buildings or structures (or center points of small buildings); etc. In general what is well defined will be determined by what is plottable on the scale of the map within 1/100 inch. Thus while the intersection of two road or property lines meeting at right angles would come within a sensible interpretation, identification of the intersection of such lines meeting at an acute angle would obviously not be practicable within 1/100 inch. Similarly, features not identifiable upon the ground within close limits are not to be considered as test points within the limits quoted, even though their positions may be scaled closely upon the map. In this class would come timber lines, soil boundaries, etc.*
2. **Vertical accuracy,** *as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error more than one-half the contour interval. In checking elevations taken from the map, the apparent vertical error may be decreased by assuming a horizontal displacement within the permissible horizontal error for a map of that scale.*
3. **The accuracy of any map may be tested** *by comparing the positions of points whose locations or elevations are shown upon it with corresponding positions as determined by surveys of a higher accuracy. Tests shall be made by the producing agency, which shall also determine which of its maps are to be tested, and the extent of the testing.*
4. **Published maps meeting these accuracy requirements** *shall note this fact on their legends, as follows: "This map complies with National Map accuracy Standards."*
5. **Published maps whose errors exceed those aforesaid** *shall omit from their legends all mention of standard accuracy.*
6. **When a published map is a considerable enlargement** *of a map drawing (manuscript) or of a published map, that fact shall be stated in the legend. For example, "This map is an enlargement of a 1:20,000-scale map drawing," or "This map is an enlargement of a 1:24,000-scale published map."*
7. **To facilitate ready interchange and use of basic information for map construction** *among all Federal mapmaking agencies, manuscript maps and published maps, wherever economically feasible and consistent with the uses to which the map is to be put, shall conform to latitude and longitude boundaries, being 15 minutes of latitude and longitude, or 7.5 minutes, or 3-3/4 minutes in size.*

U.S. BUREAU OF THE BUDGET

## **ATTACHMENT 14**

### **ENGINEERING DEPARTMENT - REAL ESTATE DIVISION PLAN REQUIREMENTS**

#### **DRAWINGS:**

##### **Individual Parcels**

- Each individual parcel 8 ½" x 14" (dgn or dxf format)
- Show Calculations
  - Before
  - After
  - Taking
- **All Parcels shall be closed shapes (polygons).**
- Show Existing and Proposed Right-of-Way on each individual parcel map.
- Property Ownership

##### **Overall Project Land Acquisition Maps**

- Total project drawing in dgn or dxf format
- Indicate the following:
  - Stationing on Centerline
  - Existing Right-of-Way
  - Proposed Right-of-Way
  - Existing Easements
  - Proposed Easements
  - Existing Pavement
  - Proposed Pavement/Sidewalks/Structures
  - Existing Structures
  - Property Ownership

<u>Color Standards</u>		<u>(SAMPLE)</u>	
<u>Description</u>	<u>Color</u>	<u>Line Style</u>	<u>Type</u>
Existing ROW	Red	Medium Dashed	
Proposed ROW	Red	Solid	Closed Polygon
Existing Easements	Orange	Medium Dashed	
Proposed Easements	Orange	Solid	Closed Polygon
TCE	Pink	Solid	Closed Polygon

#### **DESCRIPTIONS:**

- Microsoft Word on 3.5" Diskette or CD
- Each Description shall be complete and independent (separate file).
- Hard Copies signed and stamped by PLS.

#### **GENERAL:**

- P.K. Nails or other permanent stationing markings shall be required.
- Re-staking of right-of-way or easements may be required (See Article 4).
- All survey plats to be on Alabama State Plane Datum. Strip Maps shall indicate at least 2 monuments in place with Alabama State Plane Coordinate values shown on each.
- Parcel plats and legal descriptions shall indicate the Alabama State Plane Coordinate NAD83 Alabama East Zone Value of the point of beginning.

**ATTACHMENT 15 - GIS BASE MAP**

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Private Street Text	0	105	0	20	0	
3	Street Text	0	3	0	20 (or 18)	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
6	Private Streets	0	105	0			
6	Proposed Private Road	3	105	0			
7	Parking Lots	1	3	1			
7	Private Lots used as Roads	1	105	1			
8	Secondary Roads--Private	2	105	0			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			
11	Bridges/Culverts/Paved Ditches	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology -- Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	Greenways	3	48	0			
16	Speed Tables	0	3	0			TCALM
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
24	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
24	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines/ refuge bdy.	6	6	1	30	1	
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	18	23	CONTRL
37	2' Topo Contour						

38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			
40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	FEMA
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Billboards	0	37	1			BBOARD
51	Sanitary Sewer	0		3			
52	Sanitary Sewer Text						
53	Storm Water Features	0		3			
54	Storm Water Text						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	One Way Arrows	1	3	1			
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						